

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor Delphi Automotive Systems LLC		Case Number 05-44640
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Peugeot Japy Industries S.A.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	This Space Is For Court Use Only Received AUG 05 2006 Kurtzman Carson Claim #12136 USBC SDNY Delphi Corporation, et al. 05-44481 (RDD)
Name and address where notices should be sent: Patrick Cicchini Apico, Inc. 30600 Telegraph Rd., Suite 2183 Bingham Farms, MI 48025 Telephone number: (248) 540-1611		
Account or other number by which creditor identifies debtor:		
Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____		
1. Basis for Claim <input type="checkbox"/> Date Stamped Copy Returned <input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> No self addressed stamped envelope <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> No conv to return <input type="checkbox"/> Wages, salaries, and compensation (fill out below) <input type="checkbox"/> Money loaned Your SS #: _____ <input type="checkbox"/> Personal injury/wrongful death Unpaid compensation for services performed <input type="checkbox"/> Taxes from _____ to _____ <input type="checkbox"/> Other (date) (date)		
2. Date debt was incurred: December 3, 2001 3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed: \$993,276 \$ (unsecured) \$ (secured) \$ (priority) \$ (total)		
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral: \$ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Unsecured Nonpriority Claim \$ <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property security it, or if c) non or only part of your claim is entitled to priority.		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="border: 2px solid black; padding: 10px; text-align: center;"> RECEIVED JUL 28 2006 CLAIMS PROCESSING CENTER USBC, SDNY </div>
Date 07/17/2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Pascal ARRIGONI (Sales Director)	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment



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Summary of Claim of Peugeot Japy Industries S.A. Against
Delphi Automotive Systems LLC, Case No. 05-44640

Peugeot Japy Industries S.A.'s ("Peugeot") claim against Delphi Automotive Systems LLC ("Delphi") arises from the Long Term Contract between Peugeot and Delphi (the "Contract," a copy of which is attached hereto), executed by Peugeot and Delphi as of December 3, 2001. Pursuant to the Contract, Peugeot agreed to supply, and Delphi agreed to purchase, approximately 100% of Delphi's production and service requirements for certain steering racks (the "Parts") produced by Peugeot. Peugeot has a pre-petition claim against Delphi in the amount of \$933,276.00.

Delphi owes Peugeot:

- \$850,616.00 for Parts delivered by Peugeot, but not paid for by Delphi, under the Contract;
- \$35,310.00 for finished Parts that Peugeot is currently storing for Delphi;
- \$37,600 for Parts that are "in-process"; and
- \$9,750 in raw material costs for steel which cannot be used for other production because the steel grade and bar diameter are unique to Delphi.

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Automotive Systems

DELPHI AUTOMOTIVE SYSTEMS**LONG TERM CONTRACT****1. Purchase of Product**

Peugeot Japy Industries SA agrees to sell, and Delphi Automotive Systems LLC acting through its Saginaw Steering Systems ("Buyer") agrees to purchase, approximately 100 percent (100%) of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

Part Number	Description	Per Unit Price	Annual Tooling Capacity 20 hr days, 240 days/year
26080664/ 26097322	Steering Rack	\$12.85	80,100

2. Term

With respect to each Product, the term of this Contract is from Calendar year 2002 through Calendar year 2005.

- × Buyer agrees to purchase a minimum sum of 250,000 units over the duration of the term. Should Buyer not be able to fulfill this requirement for any reason, Buyer will have the option to use commercially reasonable efforts to find an alternate product to utilize Sellers tools, extend the term, or pay a cancellation charge. The cancellation charge would be \$4.00 multiplied by the difference of 238,000 and the total number of racks purchased. If the term is not extended, the claim would be paid at the end of the term.

Following the date that Buyer has received an aggregate of 250,000 units (based on aggregate purchases of all types of Products), the per unit price of each Product ordered will be \$11.39 per unit.

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3. Automotive Systems Prices

The per unit price of each Product for Calendar Date is F.O.B. Allen Park, MI. Pricing for each subsequent Calendar Date is subject to the following minimum annual percentage reductions from the prior Calendar Date's pricing:

June 27, 2001	initial price - Piece Price \$12.85
January 1, 2003	three percent (3 %) Piece Price \$12.48 ea.
January 1, 2004	three percent (3%) Price Price \$12.12 ea.
January 1, 2005	three percent (3%) Piece Price \$11.77 ea.

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

4. Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell

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Automotive Systems

any Product with comparable technology, design, or quality, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

5. Purchase Orders

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until the end December 31, 2005. Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

EXECUTED by Buyer and Seller as of December 3, 2001.

Buyer:

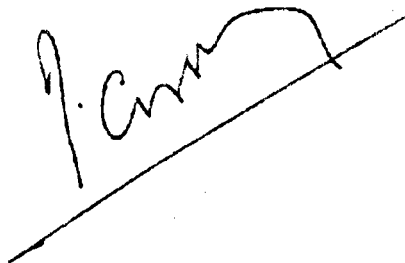
Delphi Automotive Systems LLC
acting through its Saginaw Steering Systems

By: Duane A. Bolize
Name: Duane A. Bolize
Title: Director of Purchasing

Seller:

Peugeot Japy

By: _____
Name: Denis Cassard
Title: C.E.O.





Peugeot Japy
Industries
mécaniques

INVOICE Nr FM0510033 of Oct. 07.2006

Our ref. :

Your Ref. :

Date :

DELIVERY TO	INVOICE TO		
	DELPHI SAGINAW STEERING SYSTEMS DELPHI AUTOMOTIVE SYSTEMS 3800 Holland ROAD SAGINAW, Michigan 48601 - 8494 U.S.A.		
DELIVERY Date : Delivery note number : Number of boxes : Number of palets : Terms of delivery : Through			
Dimension of one Box : Gross weight : Net weight :			
Description	Quantity	Unit price	Amount
Finished parts :			35310 \$
In - Process racks :			37600 \$
Raw Material : cost for grinding operation			9750 \$
Total Amount \$:			82660 \$
N° TVA INTRACOMMUNAUTAIRE : FR94.383.936.762			



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